

PROCUREMENT & MATERIALS
MANAGEMENT DIVISION

100 N. ANDREWS AVENUE
FORT LAUDERDALE, FL 33301

Ph: (954) 828-5140; Fax: (954) 828-5576

CITY OF FORT LAUDERDALE
INVITATION TO BID

e-mail: purchase@ci.fort-lauderdale.fl.us

ITB NO. 431-8944

ISSUE DATE: 8/19/03

PAGE 1 OF 6

**BIDS MUST BE RECEIVED
PRIOR TO 2:00 P.M.**

ON: September 9, 2003

TITLE: PURCHASE OF BOTTLED WATER (ANNUAL CONTRACT)

PROCUREMENT SPECIALIST: David E. Nash, CPPO, CPPB

DEPT: Fire/Rescue

CONTACT FOR TECHNICAL QUESTIONS: Battalion Chief Jim Heller

PHONE: 954-828-6085

Bidder Must Complete the Following:

Vendor Name	Total Bid Discount (section 1.04)
Number & Street:	Bids are firm for Acceptance for 90 days (Section 1.05)
City, State, Zip (+4) (See General Conditions Section 1.01)	Yes_____ No_____ Other _____
If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records	State or reference any variances (section 1.06)
Area Code and Telephone No. () _____ (800) _____	Web site address: http://www/ _____
FAX () _____ e-mail: _____	NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	
Payment Terms: (section 1.03) _____% , net _____	Does your firm qualify for MBE, WBE, SBE status in accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____
<p>How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Purchasing Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Facsimile bids will be accepted.</p> <p>Each bid envelope must be sealed with the following information stated on the <u>OUTSIDE</u> of the envelope:</p> <p>BID/RFP No. 431-8944 Title: Purchase of Bottled Water (Annual Contract) Opens: 9/9/03 2::00 PM</p>	
<p>Vendor Certification: I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.</p>	
Signature of Authorized Representative	Title (Typed or Printed)
Name of Authorized Representative (typed or printed)	Date

City of Fort Lauderdale

GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for the only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discount for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City within a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submission unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or to award the bid that is declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid opening and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.
- Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Disadvantaged persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European descent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

- 1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**
It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation in these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized.

included in the subsequent contract.

1.09(a)

CERTIFICATION BY BROWARD COUNTY, FL: If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification with Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of applicable status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

A quotation received in response to this ITB will be considered to be a firm offer held for acceptance for ninety (90) days from quotation due date. Deduct trade discounts and quote firm prices. In the case of a discrepancy, the unit price will prevail. The City is exempt from Federal Excise and Florida Sales Taxes. All prices quoted shall be F.O.B. destination.

If approved Equal is listed in the specifications, the quotation must contain adequate information to ensure that the quoted item meets the required criteria. If estimated quantities are listed, they are for information purposes only, and no warranty or guarantee of quantities is given or implied.

Bids will only be considered from firms who are qualified to provide the required product or service. The City reserves the right to reject bids where evidence of evaluation by the City is determined to indicate inability to perform. The City reserves the right to award to the quotation(s) that will best serve the interests of the City, to reject any or all quotations, or to cancel the ITB and reissue. The City also reserves the right to waive minor variations or irregularities in specifications or in the bidding process.

Items delivered will remain the property of the seller until accepted to the satisfaction of the City. Those that do not conform to bid specifications must be rejected and returned at seller's expense.

If seller is required to go on City property to perform work, he/she shall assume all responsibility and expense of obtaining insurance, as required by the City. The City reserves the right to cancel any contract for cause upon written notice, and for convenience upon thirty (30) days written notice. There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract. Seller shall not transfer or assign this contract or performance required by this ITB without prior written consent of the City Manager, or designee.

The seller agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against all claims, damages, penalties, losses, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by the seller under the terms of any agreement that may arise during the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defective materials or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida, and that all litigation between them in federal courts shall take place in the Southern District in and for the State of Florida.

Form G-107A Rev 7/01

PART I - SPECIAL CONDITIONS

01. Purpose

The City of Fort Lauderdale is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, **to provide bottled water** to the Fire/Rescue Department in full accordance with the specifications, terms, and conditions contained in this Invitation To Bid (ITB).

02. Information or Clarification

For information concerning procedures for responding to this ITB, contact Procurement Specialist II, David Nash at (954) 828-7816. For information of a technical nature, contact Battalion Chief Jim Heller at (954) 828-6085. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

Any questions that bidders wish to have addressed and which might require an addendum must be submitted to the Purchasing Department in writing at least 7 days prior to bid due and open date. If required, written addendum will be issued within 2 days to all proposers who have received a copy of this Invitation To Bid (ITB). To facilitate receipt of questions they may be sent via FAX to (954) 828-5576, Attn: David Nash or by e-mail to daven@ci.fort-lauderdale.fl.us. **Please note: no portion of the bid response may be sent by FAX.**

03. Competency of Bidders

Bids will be considered only from firms who are regularly engaged in the business of providing goods and/or services described in the Invitation to Bid. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time, have sufficient financial support and have sufficient delivery fleet and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions stated herein.

04. Performance

It is the intention of the City to purchase items as specified herein from a source of supply that will give prompt and convenient shipment and service. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to make purchases from other sources, when necessary, should a successful bidder be unable to supply items on a timely basis and such delay may cause harm to using departments or city residents.

05. Contract Term

The contract term will be for one (1) year commencing upon award by the City. This is currently estimated to be on or about September 16, 2003. The City reserves the right to extend the contract for four (4) additional one (1) year terms, providing both parties to the contract agree to the extension; all the terms, conditions, and specifications remain the same; and such extension is approved by the City.

06. Cost Adjustments

The cost for all items as quoted herein shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase, or decrease in the CPI shall be

that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

07. Price/FOB Point

Bidder will quote a firm, fixed cost per item, including delivery FOB to the City of Fort Lauderdale Fire Logistics Warehouse, 1301 SW 1st Street, Fort Lauderdale, FL 33312. From time to time, other locations may be added within the City as necessary. Items will be ordered on an as needed basis.

08. Evaluation and Award

The contract will be awarded to the bidder quoting the lowest cost per item and meeting or exceeding the specifications contained herein. The City reserves the right to compare specific items, at its discretion, to determine the low responsible bidder and the quality of the items being offered. Tie bids shall be decided by established City policy.

09. Lobbying Activities

Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.fort-lauderdale.fl.us/documents/index.htm>.

10. General Conditions

Except as noted in the Special Conditions above, all terms and conditions of the attached General Conditions, pages 2-7, are included by reference.

PART II – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE

01. General

The specific items and quantities being requested are listed below on the Bid Proposal page. The City of Fort Lauderdale Fire Rescue Department routinely orders .5 liter bottles throughout the year.

The one-gallon bottles are included in this Invitation to Bid in order that they may be requested in the event of a hurricane or other emergency situation. In the event of such an emergency, the City would order the one-gallon containers in pallet size quantities for delivery to designated locations. If the emergency passes, the contractor will be required to retrieve the unused case quantities without charge to the City.

BIDDER PROPOSAL PAGE:

BIDDER NAME: _____

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
1.	WATER, Bottled in plastic containers, .5 liter (24/Case) Crystal Springs OR APPROVED EQUAL State Manufacturer and Model _____	800 CASES	\$ _____	\$ _____
2.	WATER, Bottled in plastic containers, 1 Gallon (6/Case) Crystal Springs OR APPROVED EQUAL State Manufacturer and Model _____ * Hurricane Season contingency	300 CASES*	\$ _____	\$ _____

CHECK LIST

- ____ ARE ALL SPACES FILLED IN WHERE NEEDED?
- ____ IF YOU DESIRE TO RECEIVE A COPY OF THE COMPLETED BID TABULATION,
PLEASE ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE WITH YOUR BID.
OR VIEW IT AT THE CITY'S WEBSITE <http://www.ci.fort-lauderdale.fl.us>.